

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademark Mortgage Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, National Association		07/09/2002	National Banking Association: CALIFORNIA
RECEIVING PARTY DATA			
Name:	PSI Assets Holdings, Inc.		
Street Address:	7060 S. 238th Ave.		
City:	Kent		
State/Country:	WASHINGTON		
Postal Code:	98032		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1409654	PACIFIC GOLD	
Registration Number:	1622722		
Registration Number:	1738512	MOUNTAIN JACK	
CORRESPONDENCE DATA			
Fax Number:	(206)359-9000		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	206.359.8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Jason S. Howell		
Address Line 1:	1201 Third Avenue		
Address Line 2:	Suite 4800		
Address Line 4:	Seattle, WASHINGTON 98101-3099		
NAME OF SUBMITTER:	Jason S. Howell		
Signature:	/Jason S. Howell/		

CH \$90.00 1409654

900111640

TRADEMARK
REEL: 003818 FRAME: 0785

Date:

07/18/2008

Total Attachments: 9

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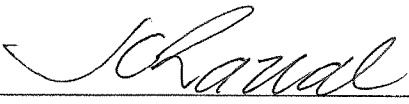
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DISCHARGE OF TRADEMARK MORTGAGE

Know all persons by these premises that effective as of July 9, 2002, that certain Trademark Mortgage Agreement dated as of January 19, 1994 by and between PSIH Corporation, a California corporation ("**Debtor**"), in favor of Wells Fargo Bank, National Association ("**Bank**"), and recorded with the United States Patent and Trademark Office, a copy of which is attached hereto as **Exhibit A**, and all of the obligations of Debtor, and Debtor's legal representatives, heirs, successors and assigns, including, without limitation, Pacific Sun Industries, Inc., PSI Assets Holdings, Inc., and Oberto Sausage Company, to Bank described therein and/or otherwise permitted thereby have been fully satisfied, released and discharged.

WELLS FARGO BANK, National Association

By: 
J. C. Raval
Assistant Vice President

[NOTARY ACKNOWLEDGMENT ATTACHED]

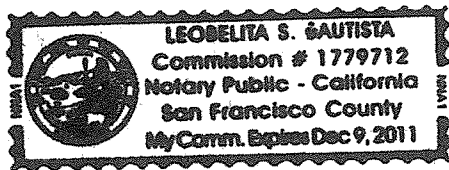
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN FRANCISCO

On 07/08/08 before me, Leobelita S. Bautista, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared J.C. Raval
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Leobelita S. Bautista
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Discharge of Trademark Mortgage

Document Date: 07/08/08 Number of Pages: 1

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: J.C. Raval

- ☐ Individual
☒ Corporate Officer — Title(s): AVP
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____
WELLS FARGO BANK,
NATIONAL ASSOCIATION

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings → → → →

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

PSIH CORPORATION

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State ☒ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Trademark Mortgage Agreement

Execution Date: January 19, 1994

2. Name and address of receiving party(ies):

Name: Wells Fargo Bank, National Association

Internal Address: Legal Department MAC 0188-200

Street Address: 111 Sutter Street, 20th Floor

City: San Francisco State: CA ZIP: 94163

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,409,654
1,622,722

1,790,554
1,738,511

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Bonnie J. McRobbie, Vice President and Senior Counsel

Internal Address: Legal Department

MAC-0188-200

Street Address: 111 Sutter Street, 20th Floor

City: San Francisco State: CA ZIP: 94163

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41):

\$ 190.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

060 AH 05/02/94 1409654
060 AH 05/02/94 1409654

DO NOT USE THIS SPACE 40.00 CK
0 482 150.00 CK

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Bonnie J. McRobbie
Name of Person Signing

Bonnie J. McRobbie
Signature

3/21/94

Date

89155024

Total number of pages comprising cover sheet

7x

EXHIBIT A

TRADEMARK MORTGAGE AGREEMENT

THIS AGREEMENT is entered into as of January 19, 1994, by and between PSIH CORPORATION., a California corporation ("Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank").

RECITALS

WHEREAS, Bank has extended or will hereafter extend credit to Debtor, and to secure its obligations to Bank, Debtor has executed various agreements, including without limitation, that certain Continuing Security Agreement (Rights to Payment and Inventory) dated January 19, 1994 covering among other items, various proprietary rights and trademarks (which security agreement, together with any and all amendments and modifications thereto from time to time entered into, and any security agreements at any time hereafter executed in replacement and/or in substitution thereof and/or in addition thereto, shall be referred to herein as the "Security Agreement"); and

WHEREAS, Debtor and Bank wish to further clarify and declare their respective rights and obligations with regard to certain collateral in an instrument to be recorded with the United States Patent and Trademark Office and elsewhere.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Debtor and Bank hereby agree as follows:

1. Security Interests. Pursuant to the Security Agreement and subject to and upon the additional terms, covenants and conditions hereof, Debtor hereby grants, assigns, mortgages and transfers to Bank a continuing security interest, subject to no other security interest, mortgage, lien, encumbrance or adverse claim, of any nature whatsoever, in and to Debtor's entire right, title and interest in and to the following (hereinafter individually and collectively called the "Property"):

(a) all trademarks, service marks, trade names, proprietary labels and logos in which Debtor now has or at any time hereafter acquires an interest, together with the goodwill of the business relating thereto; and

(b) the right to sue, in Bank's name or joined with Debtor, for past, present or future infringements of rights in any such trademarks, service marks, trade names, proprietary labels and logos.

The Property shall include without limitation: (i) all trademarks, service marks and trade names, proprietary labels and logos described in Exhibit A attached hereto, and (ii) all reissues and/or extensions of any of the Property. The trademark and other proprietary rights assigned to Bank as security

hereunder shall be held by Bank for the full term for which said rights are granted, and for the term or terms of each and every extension thereof, as fully as the same would have been held by Debtor if this Agreement had not been executed, subject to Bank's obligation to release Bank's security interest in the Property upon satisfaction in full of all obligations of Borrower to Bank secured thereby.

2. Obligations Secured. The security interest established by this Agreement secures payment of all indebtedness and performance of all obligations which may now or at any time hereafter be owed by Debtor to Bank, including without limitation, all obligations now existing or arising under or in connection with the Security Agreement, and/or in connection with any promissory note and/or loan agreement now or after any time hereafter executed by Debtor with Bank, including but not limited to that certain Credit Agreement between Debtor and Bank dated as of January 19, 1994, and all amendments, modifications and extensions thereto, and substitutions or replacements therefor which may from time to time be entered into between Debtor and Bank (the "Loan Agreement").

3. Perfection of Security Interest. Debtor hereby covenants and agrees to prepare, execute, acknowledge, deliver and record or file such instruments and documents and to do and perform all other acts and things which may be necessary or which Bank deems necessary or appropriate to perfect and vest in favor of Bank a valid security interest of first priority in the Property. Concurrently with the filing of any trademark application or the acquisition of any interest in or to any trademark hereafter, Debtor shall duly execute, acknowledge and record in the United States Patent and Trademark Office a Trademark Mortgage Agreement substantially in the form of this Agreement; provided that Exhibit A to each such Trademark Mortgage Agreement shall describe (with such particularity as may be required by said Patent and Trademark Office or other applicable governmental authorities or agencies from time to time) only the additional trademarks and applications which have not been previously recorded as subject to Bank's security interest. Notwithstanding, and in addition to, the foregoing, Debtor hereby authorizes Bank to modify this Agreement by amending Exhibit A from time to time to include any or all future trademarks in which Debtor now has or at any time hereafter acquires an interest.

4. Warranties. In addition to the representations and warranties made by Debtor in the Security Agreement, Debtor represents and warrants that:

(a) the Property listed on Exhibit A represents all of the trademarks, service marks, trade names, proprietary labels and logos and applications therefor, in which Debtor has any rights and in which Debtor has applied for any rights as of the date of this Agreement; and

(b) the information set forth in Exhibit A hereto is entirely correct.

5. Covenants. Debtor hereby covenants and agrees to cooperate with Bank in whatever manner may be necessary or which Bank may deem necessary or appropriate so that Bank may enjoy its rights and interests hereunder to the fullest extent. Such cooperation shall include without limitation:

(a) prompt preparation and execution (at Debtor's expense) of all petitions, oaths, specifications, declarations or other papers that may be necessary or which Bank may deem necessary or appropriate for prosecuting any trademark or other Property applications or applications for the reissuance of any trademark or other Property in which Bank acquires a security interest hereunder and for prosecuting interference proceedings involving any such Property applications pertaining to any such Property; and

(b) prompt assistance and cooperation (at Debtor's expense) in the prosecuting of any legal actions or other proceedings involving any Property or application pertaining to any Property in which Bank acquires a security interest hereunder, including without limitation, oppositions, cancellation proceedings, priority contests, public use proceedings and court actions alleging infringement or any other cause of action.

6. Defense of Property; Indemnity. Debtor hereby covenants and agrees promptly upon request of Bank to defend the Property and Bank's rights and interests therein and to promptly notify Bank of any event, occurrence or legal action which affects the Property or the rights of the parties in relation thereto. Debtor acknowledges that Bank may, but shall have no obligation whatsoever to, commence any legal action or other proceeding to defend the Property or to contest the use by any other party of the Property or any portion thereof. Debtor shall unconditionally indemnify Bank and hold Bank harmless from and against all claims, causes of action, damages, liability, costs and expenses, including reasonable attorneys' fees, that Bank may be subject to in connection with this Agreement except those arising out of the gross negligence or willful misconduct of Bank, including without limitation, Property infringement suits that may be brought against Bank.

7. Defaults. Upon the failure of Debtor to pay when due any sums owing to Bank or upon occurrence of any Event of Default as defined in the Security Agreement, the Loan Agreement and/or any contract or instrument pursuant to which Debtor may at any time hereafter incur any liabilities, indebtedness or other obligations to Bank, subject to applicable cure provisions, if any, Bank shall have the rights and remedies available to a secured party under law and/or expressly provided in the Security Agreement, the Loan Agreement and/or any such other contract or

instrument. In addition, Bank shall have the right to sue for past infringement of the Property and to collect all damages and profits for past infringements.

8. Relation to Security Agreement. This Agreement is a supplement to the Security Agreement, and Bank's rights and remedies, and Debtor's obligations and waivers, under the Security Agreement, and the interpretive principles stated in the Security Agreement shall be applicable hereunder; provided however, that this Agreement and the Security Agreement shall be construed together so as to grant Bank the greatest rights and remedies with regard to the Property; and provided further, that Bank's rights and remedies hereunder may be expressly modified by amendments to the Security Agreement from time to time.

9. Successors; Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns; provided however, that Debtor may not assign this Agreement or any interest herein without the prior written consent of Bank.

10. Enforceability. If any provision of this Agreement shall for any reason be unenforceable in any respect, such enforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such unenforceable provisions had not been contained herein.

11. Governing Law. Except to the extent that Federal law preempts, this Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Debtor and Bank hereby execute and acknowledge this Agreement as of the day and year first above written.

"DEBTOR"

"BANK"

PSIH CORPORATION

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: [Signature]

By: [Signature]

Title: PRESIDENT

Title: VP

TRADEMARK

REEL 139 FRAME 162

EXHIBIT A
to
TRADEMARK MORTGAGE AGREEMENT
Dated January 19, 1994

<u>U.S. Serial or Registration Number</u>	<u>Trademark</u>	<u>Date of Registration or Application</u>
1,409,654	PACIFIC GOLD	September 16, 1986
1,622,722	stylized bridge in ribbon design	November 13, 1990
1,790,554	stylized "SPORTS" design	August 31, 1993
1,738,512	MOUNTAIN JACK & design	December 8, 1992

<u>Canadian Serial or Registration Number</u>	<u>Trademark</u>	<u>Registration Date</u>
722,527	stylized bridge in ribbon design	February 10, 1993
722,515	PACIFIC GOLD	February 10, 1993
722,491	MOUNTAIN JACK & design	February 10, 1993

TRADEMARK

REEL 139 FRAME 163

ALL PURPOSE ACKNOWLEDGMENT

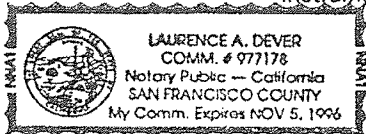
State of CALIFORNIA

County of SAN FRANCISCO

On 1/28/94, before me, LAURENCE DEVER, Notary Public,
OFFICER - E.G., "JANE DOE, NOTARY PUBLIC" NAME, TITLE OF

personally appeared DOUGLAS MOORE
NAME(S) OF SIGNER(S)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Witness my hand
and official seal
Laurence Dever
SIGNATURE OF NOTARY

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL(S)
- ☐ CORPORATE OFFICER(S)
- ☐ PARTNER(S)
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ SUBSCRIBING WITNESS
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE
MUST BE ATTACHED

Title or Type of Document _____
Number of Pages _____ Date of Document _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

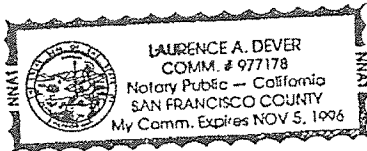
No. 5103

State of CALIFORNIA
SAN FRANCISCO

On 1/28/94 before me, LAURENCE DEVER, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared GREG ROUX
NAME(S) OF SIGNER(S)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Laurence Dever
SIGNATURE OF NOTARY

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S)
- ☐ PARTNER(S)
- ☐ LIMITED GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

THIS CERTIFICATE MUST BE ATTACHED TO
THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law,
it could prevent fraudulent reattachment of this form.

OPTIONAL SECTION

TITLE OR TYPE OF DOCUMENT _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

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